

*Rec
filed 3/19/03 b2*

VOLUNTARY AGREEMENT

THIS AGREEMENT is made this 18th day of March, 2003, by and between THE FIREPLACE RESTAURANT, INC. ("Applicant") and ADVISORY NEIGHBORHOOD COMMISSION 2B ("ANC 2B").

WITNESSETH

WHEREAS, Applicant has applied for approval for the reissuance of a retailer's license class CT issued by the Alcoholic Beverage Control Board of the District of Columbia to the premises for the operation of the tavern known as The Fireplace, currently located and operated at 2161 P Street, NW, Washington, DC 20037 (the "Premises"); and

WHEREAS, the parties have agreed to enter into this Voluntary Agreement ("Agreement") and to request the Alcoholic Beverage Control Board to approve the reissuance of Applicant's reissuance application conditioned upon Applicant's compliance with the terms of this written Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. Applicant shall ensure—through the installation and maintenance of commercial-grade soundproofing, or the consistently enforced limitation of sound-system levels, or a combination, as necessary—that all audio coming from within the Premises, including music volume and bass, remains at all times within applicable noise-level limitations and is at no time detectable to neighboring residents in their homes.
3. Applicant shall close all exterior windows no later than 8:00 p.m. daily.
4. On Thursdays and Sundays, Applicant shall use only its 22nd Street door, rather than its P Street door, for standard entry and exit.
5. On Thursdays, Fridays, Saturdays, and Sundays, beginning within ten (10) calendar days of execution of this Agreement, Applicant shall employ a door person from no later than 8:00 p.m. until no earlier than fifteen (15) minutes after closing, as well as on other nights, if needed, as determined by Applicant in consultation with the ANC 2B. Subject to the limitations of applicable law, the door person:
 - a. Shall monitor the doors and the exterior of the Premises, in particular the conduct of incoming and outgoing patrons, in order to maintain peace, order, and quiet;
 - b. Shall check for valid identification of all prospective patrons, barring access to those who do not present valid identification;
 - c. Shall monitor the sobriety of all prospective patrons, barring access to those who appear to be intoxicated;

d. As needed, but not less frequently than twice an hour, and continuously from "last call" until fifteen (15) minutes after closing; shall make his or her presence known at the exterior of the Premises, shall disperse any clusters of people or loitering in the area, and shall discourage undesirable or unlawful behavior, including excessive noise (such as yelling, hooting, hollering, whistling, or speaking in other than conversational tones), drug dealing, solicitation of prostitution, panhandling, rowdiness, and littering;

e. Shall routinely verbally warn individuals who do not cooperate with the door person's instructions that those individuals will be banned from the Premises;

f. Shall distribute ban notices to individuals who repeatedly do not cooperate with the door person's instructions, and shall enforce those bans notices;

g. Shall neither be assigned nor assume any duties involving the service of beverages or food;

h. Shall have completed, within sixty (60) calendar days of execution of this Agreement, a recognized alcoholic awareness and training program such as TIPS or TAM. Applicant shall require each future door person to have completed, within sixty (60) calendar days of his or her hiring, a recognized alcoholic awareness and training program such as TIPS or TAM.

6. Applicant acknowledges that, historically, noise concerns have been more acute in warmer months. Applicant agrees to provide greater vigilance to address this concern during the warmer months.

7. Applicant's on-duty manager or other employee(s) shall cover all the duties of the door person on those nights that the door person is not on duty as required in section 5.

8. Applicant shall include as part of its nightly "last call" announcement a clear, verbal reminder to patrons to leave the area quickly and quietly in consideration of the neighbors.

9. Applicant shall not serve alcohol to anyone who is intoxicated, in accordance with applicable law.

10. Applicant shall not operate or sponsor any promotions or other activities on its Premises that involve the serving of free alcohol.

11. Applicant shall not operate beyond 2:00 a.m. Monday through Friday (Sunday through Thursday nights), nor beyond 3:00 a.m. Saturday and Sunday (Friday and Saturday nights).

12. Applicant shall display prominently inside every exit a clear sign requesting patrons to maintain quiet, and to leave the area quickly, when departing the Premises.

13. For trash and recycling collection, Applicant shall employ a licensed company(ies) that shall agree, in writing, that collection shall not occur before 7:00 a.m. on weekdays or before 10:00 a.m. on weekends or after 5:00 p.m. on any day.

14. Applicant shall keep the exterior of the Premises free of trash and weeds, and shall remove any graffiti appearing on or around the establishment. After closing each day, Applicant will police the immediate area outside the Premises for litter.

15. Applicant shall not install a public payphone on the outside perimeter of the establishment.

16. Applicant shall appoint a representative to attend ANC 2B meetings as necessary and shall, upon request of ANC 2B, make a formal presentation to ANC 2B concerning this Agreement, Applicant's compliance, and addressing additional problems or concerns which might arise. ANC 2B shall promptly notify Applicant of any perceived violations of this Agreement and of any other problems associated with Applicant's Premises.

17. In the event of Applicant's failure to comply with any of the foregoing conditions, Applicant acknowledges that ANC 2B may exercise all rights under the Alcoholic Beverage Control Act and Regulations, including seeking the suspension or revocation of Applicant's license.

18. This Agreement shall supersede Applicant's prior voluntary or cooperative agreements with ANC 2B.

19. ANC 2B hereby joins with Applicant in requesting the Alcoholic Beverage Control Board to approve of the reissuance of Applicant's license conditioned upon Applicant's compliance with the terms of this Agreement. Applicant and ANC 2B, pursuant to the provisions of 23 D.C.M.R. §1513.3, hereby request that the Board incorporate the text of this Agreement in its order approving the license application and request that this Agreement be enforceable by the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS:

By: _____

(print name)

APPLICANT:

The Fireplace Restaurant, Inc.

By: R. Alan Harden
R. Alan Harden
(print name)

Advisory Neighborhood Commission 2B:

By: _____

(print name)

By: Vincent N. Micone
Vincent N. Micone
(print name)

Protestants:

By: _____

(print name)

By: Deborah M. Brissman
Deborah M. Brissman
(print name)

representing also George Price, Olga Nicole, Leah Stein, Shimon Stein, Jeff Becan, Laurie Geller, and Agate Tilmanis

In the Matter of:

Application no. 8890-03/013P
2003-31

Vince Micone II, Chair, on behalf of the Advisory Neighborhood Commission 2B, and Deborah M. Brissman, on behalf of George Price, Olga Nicole, Leah Stein, Jeff Becan, Laurie Geller and Agate Tilmanis, Protestants

R. Alan Harden, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Oppenheimer, Esquire, Member
Audrey Thompson, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The matter, having been protested, came before the Board on February 5, 2003 in accordance with the D.C. Official Code Title 25, Section 601 (2000 Edition). Vince Micone II, Chair, on behalf of the Advisory Neighborhood Commission 2B, M. Brissman, George Price, Olga Nicole, Leah Stein, Jeff Becan, Laurie Geller, and Agate Tilmanis and Josef Leary filed timely opposition. However, on February 5, 2003, Mr. Leary's opposition was dismissed for want of prosecution.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated March 18, 2003, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of

The Fireplace Restaurant, Inc.
t/a The Fireplace Restaurant
Case no. 8890-03/013P
Page two

the agreement. Also, this agreement supersedes the former agreement dated January 20, 1999.

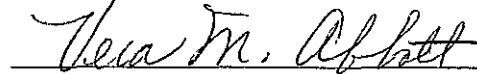
Accordingly, it is this 9th day of April 2003, **ORDERED** that:

1. The opposition of Vince Micone II, on behalf of the Advisory Neighborhood Commission 2B, M. Brissman, George Price, Olga Nicole, Leah Stein, Jeff Becan, Laurie Geller, and Agate Tilmanis is **WITHDRAWN**;
2. The opposition of Josef Leary is **DISMISSED**;
3. The application of The Fireplace Restaurant, Inc. t/a The Fireplace, for a retailer's CT license (renewal) at 2161 P Street, N.W., Washington, D.C. is **GRANTED**;
4. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
5. Copies of this Order shall be sent to the Protestants, the Attorney for the Applicant and the Applicant.

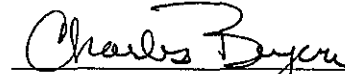
District of Columbia
Alcoholic Beverage Control Board



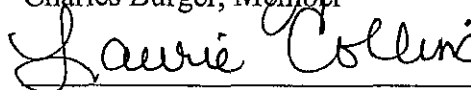
Roderic L. Woodson, Esquire, Chair



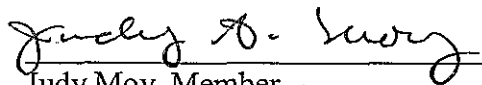
Vera Abbott, Member



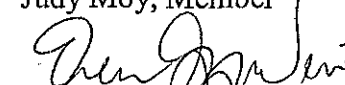
Charles Burger, Member



Laurie Collins, Member




Judy Moy, Member



Ellen Oppenheimer, Esquire, Member

The Fireplace Restaurant, Inc.
t/a The Fireplace Restaurant
Case no. 8890-03/013P
Page three


Audrey E. Thompson, Member

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

The Fireplace Rest., Inc.
T/a The Fireplace

Application for a Retailer's
Class CT - renewal
at premises

2161 "P" Street, NW
Washington, DC 20037

Case No. 8890-01/022P

Josef D. Leary, Protestant

Steven K. Weinstein, Applicant

**BEFORE: RODERIC L. WOODSON, ESQUIRE, CHAIR
VERA ABBOTT, MEMBER
CHARLES BURGER, MEMBER
LAURIE COLLINS, MEMBER
JUDY MOY, MEMBER
ELLEN OPPER-WEINER, ESQUIRE, MEMBER
AUDREY THOMPSON, MEMBER**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

This matter, having been protested, was scheduled for a roll call hearing on March 7, 2001, in accordance with D.C. Code Section 25-115(c)(5) (1999 Supp.), providing for the protestants to be heard. The Board received a timely protest letter from Josef D. Leary, dated February 10, 2001.

The official records of the Board reflect that by letter dated March 7, 2001, Vince Micone, Chairperson, Dupont Circle Advisory Neighborhood Commission (ANC) 2B, filed with the Board a properly executed Voluntary Agreement which addresses neighborhood concerns, including those of Mr. Leary, the protestant. Pursuant to the agreement, dated March 7, 2001, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.


The Fireplace Rest., Inc.
T/a The Fireplace
Page two

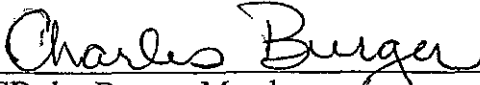
Accordingly, it is this 18th day of April 2001, **ORDERED** that:

1. The opposition of Josef D. Leary, be, and the same hereby is **WITHDRAWN**;
2. The application of The Fireplace Rest., Inc., t/a The Fireplace, for a retailer's class CT license (renewal) at premises 2161 P Street, Washington, DC 20037, be, and the same hereby, is **GRANTED**; and
3. The above-referenced agreement between the parties, be, and the same hereby is **INCORPORATED** and part of this **ORDER**; and;
4. Copies of this Order shall be sent to the Protestant and the Applicant.

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL
BOARD

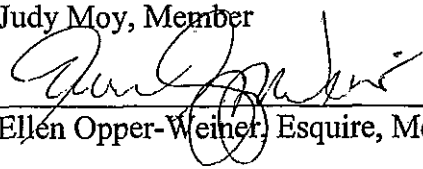

Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member

Judy Moy, Member


Ellen Oppenheimer, Esquire, Member

Audrey Thompson, Member

VOLUNTARY AGREEMENT

Made this 20th of January, 1999 by and between

The Fireplace Restaurant Inc., T/A Fireplace
2161 P Street NW, Washington DC
"Applicant"

and

Advisory Neighborhood Commission 2B
"Protestant"

Dupont West Condominium Association
"Protestant"

FCB 4 12 1999
ALCOHOLIC BEVERAGE CONTROL BOARD
CONFIDENTIAL

WHEREAS, Applicant's application for a Retailer's Class "CT" Application No. 8890 is pending before the District of Columbia Alcoholic Beverage Control Board ("Board") and

WHEREAS, Applicant and Protestant mutual desire to enter into an Agreement setting forth understandings and conditions regarding the Applicant's operations, thereby resolving such protests;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, and subject to the approval of this Agreement by the Board, the parties agree as follows:

1. Applicant agrees that management and security staff will actively monitor the exterior of the premises to discourage loitering and excessive noise, both from patrons and others. Applicant will take such actions as necessary to maintain "peace, order and quiet" in accordance with ABC Regulations.
2. Applicant agrees to play music at a level in accordance with DC noise ordinance guidelines.
3. Applicant agrees that they will close all exterior windows no later than 8 PM, year round.
4. Applicant agrees that they will maintain cleanliness outside of the establishment and assist with maintaining cleanliness of public trash receptacle located in front of the building.
5. Applicant agrees that no public payphone will be installed on outside perimeter of the establishment.
6. Applicant agrees that they will meet with Protestants to review the Agreement, its compliance and to other matters as needed.

IN CONSIDERATION of, and reliance upon, the foregoing commitments, Protestant hereby agrees to withdraw the protest to the Applicant's case number 8890, on the ground outlined in Protestants Petition to the Board protesting this application.

THE APPLICANT ACKNOWLEDGES that any failure of Applicant to adhere to the foregoing commitments will constitute grounds for Protestant to petition the Board for revocation of Applicant's ABC license following a Show Cause Hearing pursuant to 23 DCMR 1513.5

THIS AGREEMENT shall not preclude the Protestant from exercising any other rights under ABC statute or regulations, nor from challenging Applicant's compliance with any other District of Columbia laws or regulation not covered in this Agreement

IN WITNESS WHEREOF, the parties have affixed here unto their signatures:

Steven K. Weinstein
Signature of Applicant

STEVEN K. WEINSTEIN
Printed Name of Applicant

1/20/99
Date

Karen D. Rosenthal for ANC 2B
Signature for Protestant

Karen D. Rosenthal
Printed Name of Protestant

1/20/99
Date

Karen D. Rosenthal for District 2B Condominiums
Signature for Protestant

Karen D. Rosenthal
Printed Name of Protestant

1/20/99
Date

**The Fireplace Restaurant, Inc.
t/a The Fireplace Restaurant
Page two**

Accordingly, it is this 13th day of October 1999, **ORDERED** that:

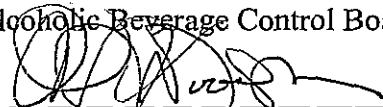
1. The protests of Joe Pagano, president, on behalf of the Dupont West Condominium Association, and Kyle Pitsor, chair, on behalf of the Dupont Circle Advisory Neighborhood Commission 2B, be, and the same hereby, are **WITHDRAWN**;

2. The application of The Fireplace Restaurant, Inc. t/a The Fireplace Restaurant for a retailer's class CT license (renewal) at premises 2161 P Street, N.W., Washington, D.C., be, and the same hereby, is **GRANTED**;

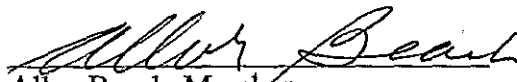
3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**; and,


4. Copies of this Order shall be sent to the Protestants and the Applicant.

District of Columbia
Alcoholic Beverage Control Board

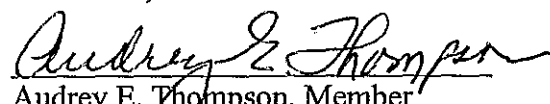

Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Allen Beach, Member


Ellen Oppenheimer, Esquire, Member

Max Salas, Member


Audrey E. Thompson, Member

Joseph Wright, Member

VOLUNTARY AGREEMENT

RECEIVED APR 1 1996

Made this 12th of March, 1996, by and between

The Fireplace Restaurant Inc. t/a FIREPLACE
2161 P Street, N.W.
Washington, D.C.
("Applicant")

AND

Mr. DANA RUSSELL DONOVAN
2130 P Street NW
Apartment 918
Washington, DC 20037
("Protestant")

JUL 9 12 41 PM '96
RECEIVED
ALCOHOLIC BEVERAGE
CONTROL DIVISION

WHEREAS, Applicant's application for a Retailer's Class "CT" Application No. 8890 is pending before the District of Columbia Alcoholic Beverage Control Board ("Board"); and

WHEREAS, the premises 2161 P Street, N.W. are located directly across from the premises of 2130 P Street, N.W.; and

WHEREAS, Applicant and Protestant mutually desire to enter into an Agreement setting forth understandings and conditions regarding the Applicant's operations, thereby resolving said protest;

NOW THEREFORE, In consideration of the mutual covenants and promises set forth below, and subject to the approval of this Agreement by the Board, the parties agree as follows:

1) Applicant agrees that the omni-directional speaker located near the front door of the establishment will be replaced with a uni-directional speaker and will be moved from its location near the front door to over the television sets at the southwest corner of the establishment.

2) Applicant agrees to set the audio equipment not to exceed the following maximum levels:

- a. Inputs
 - Maximum master level = 8
 - Maximum channel level = 8

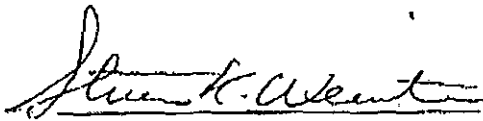
- b. Equalizer on Amplifier
Maximum bass level = -3
Maximum low mid-range level = -2
Maximum high mid-range level = +4
Maximum treble level = +4

3) In consideration of, and reliance upon, the foregoing commitments, Protestant hereby ~~agrees to withdraw~~ the protest to the Applicant's case number 8890-95021P, on the grounds outlined in Protestant's Petition to the Board protesting this application.

4) The Applicant acknowledges that any failure of Applicant to adhere to the foregoing commitments will constitute grounds for Protestant to petition the Board for revocation of Applicant's ABC license following a Show Cause Hearing pursuant to 23 DCMR 1513.5.

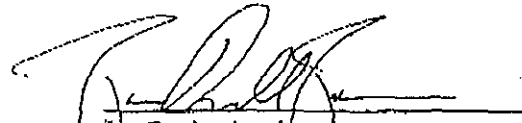
5) This Agreement shall not preclude the Protestant from exercising any other rights under the ABC statute or regulations, nor from challenging Applicant's compliance with any other District of Columbia laws or regulations not covered in this Agreement.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures:


for Applicant

STEVEN K. WEINSTEIN
Print Name

3.23.96
Date


for Protestant

DANA RUSSELL DONOVAN
Print Name

12 MAR 96
Date

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

The Fireplace Restaurant, Inc.
t/a Fireplace
Application for a Retailer's
License Class "CT" - renewal
at premises
2161 P Street, N.W.
Washington, D.C.

Case No. 8890-95021P

Dana R. Donovan, Protestant

Andrew Kline, Esquire, on behalf of Applicant

BEFORE: BARBARA L. SMITH, ESQUIRE, Chairperson;
DENNIS BASS, Member;
JAMES C. JEFFERSON, Member
JAMES L. O'DEA, III, ESQUIRE, Member
MARY EVA CANDON, ESQUIRE, Member
LAVERNE KING, Member
DUANE WANG, Member

ORDER ON WITHDRAWN PROTEST

This matter, having been protested, came before the Board on November 16, 1994, in accordance with D.C. Code Section 25-115 (c)(5)(1995 Supp.), providing for remonstrants to be heard. Dana R. Donovan filed a timely section 14 (b) protest petition, dated October 31, 1994.

The official records of the Board reflect that parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board.^{1/} Pursuant to the Agreement, the Protestant has agreed to withdraw his protest provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

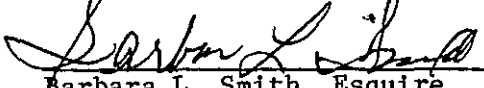
^{1/} See Agreement dated March 12, 1996.

The Fireplace Restaurant, Inc.
t/a Fireplace
Page two


Accordingly, it is this _____ day of _____ 1996,
ORDERED that:

1. The section 14 (b) petition of Dana R. Donovan, be, and the same hereby, is **WITHDRAWN**;
2. The above-referenced Agreement between the parties be, and the same hereby, is **INCORPORATED** as part of this Order;
3. The application of The Fireplace Restaurant, Inc. t/a Fireplace for a retailer's license class CT - renewal at location 2161 P Street, N.W., be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the Protestant and the Attorney for the Applicant.

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

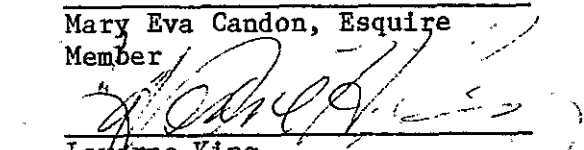

Barbara L. Smith, Esquire
Chair

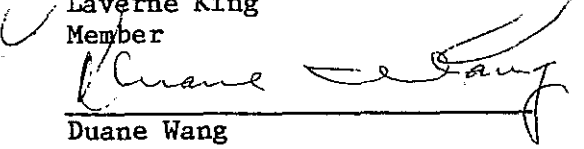
Dennis Bass
Member


James C. Jefferson,
Member

James L. O'Dea, III, Esquire
Member

Mary Eva Candon, Esquire
Member


Laverne King
Member


Duane Wang
Member

VOLUNTARY AGREEMENT

Made this 14th of February, 2001 by and between

The Fireplace Restaurant, T/A Fireplace and ANC2B

WHEARAS, Applicant's application for a Retailer's Class CT Application No. 8890 is pending before the District of Columbia Alcoholic Beverage Control Board and

WHEARAS, Applicant and ANC2B mutually desire to enter into an agreement setting forth understandings and conditions regarding the Applicant's operations

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, and subject to the approval of this agreement by the Board, the parties agree as follows:

1. Applicant agrees that management and security staff will actively monitor the exterior of the premises to discourage both from patrons and others. Applicant will take such actions as necessary to maintain "peace, order and quiet" in accordance with ABC Regulations.
2. Applicant agrees to play music at a level in accordance with DC noise level ordinance guidelines and work with the neighborhood should concerns be reported.
3. Applicant agrees that they will close all exterior windows no later than 8 PM, year round.
4. Applicant agrees that they will maintain cleanliness outside of the establishment and assist with maintaining cleanliness of public trash receptacle located in front of the building.
5. Applicant agrees that no public payphone will be installed on outside perimeter of the establishment.
6. Applicant agrees that they will meet with ANC2B to review the agreement, its compliance and to other matters as needed.

IN CONSIDERATION of, and reliance upon, the foregoing commitments, ANC2B hereby agrees to support Applicant's case number 8890

THE APPLICANT ACKNOWLEDGES that any failure of Applicant to adhere to the foregoing commitments will constitute grounds for ANC2B to petition the Board for revocation of Applicant's ABC license following a Show Cause Hearing pursuant to 23 DCMR 1513.5

THIS AGREEMENT shall not preclude ANC2B from exercising any other rights under ABC statute or regulations, nor from challenging Applicant's with any other District of Columbia laws or regulations not covered in this agreement

Steven K Weinstein

Signature of Applicant

Vincent N. Micale

Signature of ANC2B Chair

STEVEN K WEINSTEIN

Printed Name of Applicant

Vincent N. Micale

Printed Name of ANC2B Chair

2/14/01

DATE

3/7/01

DATE

VOLUNTARY AGREEMENT

Made this 14th of February, 2001 by and between

The Fireplace Restaurant, T/A Fireplace and ANC2B

WHEARAS, Applicant's application for a Retailer's Class CT Application No. 8890 is pending before the District of Columbia Alcoholic Beverage Control Board and

WHEARAS, Applicant and ANC2B mutually desire to enter into an agreement setting forth understandings and conditions regarding the Applicant's operations

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Steven K Weinstein

Signature of Applicant

Vincent N. Microm

Signature of ANC2B Chair

STEVEN K WEINSTEIN

Printed Name of Applicant

Vincent N. Microm

Printed Name of ANC2B Chair

2/14/01

DATE

2/14/01

DATE